

Approved by the Land Registrar, District of Hawke's Bay, No. H.B.



MEMORANDUM OF TRANSFER



WHEREAS JOHN WILLIAM WEST of Napier, Clerk (hereinafter called "the Grantor" which expression shall include his Executors Administrators and Assigns where the context so requires and admits)

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IS -being registered as proprietor

of an estate of freehold in fee simple

subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in that piece of land situate in the described in the First schedule hereto of containing by admeasurement

AND WHEREAS VANCE JOHN WALLIS of Napier, Seedsman, (hereinafter called the "First Grantee" which expression shall include his Executors Administrators and Assigns where the context so requires and admits)

is registered as proprietor of an estate of freehold in fee simple in that piece of land described in the Second Schedule hereto AND WHEREAS ALLAN CLYDE JONES of Napier, Motor Painter, (hereinafter called the "Second Grantee" which expression shall include his Executors Administrators and Assigns where the context so requires and admits) is registered as the proprietor of an

estate of freehold in fee simple in that piece of land described in the Third Schedule hereto AND WHEREAS the Grantor has sunk an artesian well on the land described in the First Schedule hereto AND WHEREAS the Grantor and the first Grantee and the second Grantee have agreed to share the expense of sinking the said artesian Well (hereinafter called "the said Well") upon the lands described in the First Schedule hereto (the position of the said Well being more particularly shown on the plan endorsed hereon and thereon marked

"artesian Well") AND WHEREAS the First Grantee has connected to the said artesian Well a line of water pipes having an internal diameter of 3/4 inch (hereinafter called "the first pipe-line") not less than twelve (12) inches beneath the surface of the soil of the land described in the First Schedule hereto

(the position of such/pipe-line being more particularly shown on the plan endorsed hereon and thereon marked "first pipe-line") AND WHEREAS the Second Grantee has connected to the said artesian Well a line of water pipes having an internal diameter of 3/4 inch (hereinafter called "the second pipe-line") not less than twelve (12) inches beneath the surface of the soil of the land described in the First Schedule hereto (the position of such secondly described pipe-line being more particularly shown on the plan endorsed hereon and thereon marked "second pipe-line")

AND WHEREAS the parties hereto have further mutually agreed that the number of connections to the said Well shall be restricted to a total of three connections (namely one each to the Grantor and the First Grantee and the Second Grantee NOW THESE PRESENTS WITNESSETH

1. THAT IN CONSIDERATION of the sum of Nineteen pounds thirteen shillings and fourpence (being a one-third share in the cost of sinking the said artesian Well) paid to the Grantor by the First Grantee (the receipt of which sum is hereby acknowledged) and upon the conditions hereinafter set forth the Grantor

Contracted to be...
Date, dated...
produced for...
[Signature]

as proprietor of the land described in the First Schedule hereto DOTH HEREBY TRANSFER AND GRANT unto the First Grantee his executors administrators and assigns and all or any persons from time to time lawfully in occupation of the land described in the Second Schedule hereto the full free uninterrupted and perpetual right in common with others having a like or similar right

- (a) To draw water from the said Well by means of the first pipe line,
- (b) To inspect maintain repair and/or renew the said connection and the said first pipe line,
- (c) For the purpose of inspecting maintaining repairing and/or renewing the said first pipe line and the said Well to enter with or without workmen servants or agents upon the land described in the First Schedule and to open up the soil thereof

TO THE INTENT that so long as the said conditions hereinafter mentioned are faithfully and punctually performed and kept the said rights shall be and remain appurtenant to the land described in the said Second Schedule.

--- 2. THAT IN CONSIDERATION of the sum of Nineteen pounds thirteen shillings and fourpence (being a one-third share in the cost of sinking the said artesian Well) paid to the Grantor by the Second Grantee (the receipt of which sum is hereby acknowledged) and upon the conditions hereinafter set forth the Grantor as proprietor of the land described in the First Schedule hereto DOTH HEREBY Transfer and GRANT unto the Second Grantee his executors administrators and assigns and all or any persons from time to time lawfully in occupation of the land described in the Third Schedule hereto the full free uninterrupted and perpetual right in common with others having a like or similar right

- (a) To draw water from the said Well by means of the second pipe line,
- (b) To inspect maintain repair and/or renew the said connection and the said second pipe line,
- (c) For the purpose of inspecting maintaining repairing and/or renewing the said second pipe line and the said Well to enter with or without workmen servants or agents upon the land described in the First Schedule and to open up the soil thereof

TO THE INTENT that so long as the said conditions hereinafter mentioned are faithfully and punctually performed and kept the said rights shall be and remain appurtenant to the land described in the Third Schedule.

3. AND IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the First Grantee and the Second Grantee respectively that the right granted by the foregoing provisions hereof shall be subject to the following terms and conditions :-

- (1) That ⁱⁿ the exercise of the said right of entry and of opening up the soil the person doing the same or the person on whose authority it is done will not break any fences or leave any gate open and will cause as little damage as possible to the land described in the First Schedule hereto and will so soon thereafter as

practicable restore the surface thereof as nearly as possible to its former condition and state and will compensate the Grantor for any damage caused to the land described in the First Schedule by the exercise of the said right if not so restored to its former condition or state and will also repair or pay the cost of repairing any damage caused to any fence upon or bounding the land described in the said First Schedule

(ii) That in the event of any repairing or alterations being required to the said Well then the Grantor and the First Grantee and the Second Grantee and any other person or persons being the owner or owners of land to which shall be appurtenant water rights in respect of the said Well similar to those hereby created shall each contribute in equal shares to the cost thereof.

(iii) That the cost of repairing renewing cleaning and inspecting the first pipeline shall be borne by the First Grantee.

(iv) That the cost of repairing renewing cleaning and inspecting the second pipeline shall be borne by the Second Grantee.

(v) That the Grantor shall not without the written consent of the First Grantee and the Second Grantee first had and obtained grant any further right or easement in respect of the supply of water from the said Well.

AND IT IS HEREBY FURTHER COVENANTED AND AGREED :-

(i) That the Grantor shall not do anything whereby the flow of water from the said Well to the lands described in the Second and Third Schedules hereto may become impeded or shall be caused to cease or diminish PROVIDED ALWAYS that nothing herein contained or implied shall be deemed to prevent the Grantor from drawing a reasonable supply of water by means of a connection of not more than 3/4 inch internal diameter from the said Well for all usual purposes connected with the land described in the said First Schedule hereto.

(ii) That the Grantor and the First Grantee and the Second Grantee and all others having a like or similar right shall and will at all times control the flow of water from the said Well and shall not permit the same to run to waste unnecessarily

IN WITNESS WHEREOF these presents have been executed this ^{12th} day of December One thousand nine hundred and fifty-two

THE FIRST SCHEDULE

All that piece of land situate in the Provincial District of Hawke's Bay and in Block VIII of the Heretaunga Survey District containing One (1) rood more or less being Lot Ninety-five (95) on Deposited Plan Number 629 which said piece of land comprised part of Suburban Section 38 Meesane and is all the land comprised and described in Certificate of Title E.B. Volume 127 folio 260 (Hawke's Bay Land Registry) Subject to the Fencing covenants contained in Transfers Numbers 92595 and 97158 ^{asst}

THE SECOND SCHEDULE

All that piece of land situate in the Provincial District of Hawke's Bay and in Block VIII of the Heretaunga Survey District being Lot containing One (1) rood more or less being Lot Ninety-seven (97) on the said Deposited Plan Number 629 which said piece of land is part of Suburban Section 38 Meesane and is all the land comprised and described in Certificate of Title E.B. Volume 130 folio 174 (Hawke's Bay Land Registry) ^{Waite}

THE THIRD SCHEDULE

All that piece of land situate in the Provincial District of Hawke's Bay and in Block VIII of the Heretaunga Survey District containing One (1) rood more or less being Lot Number Ninety-four (94) on the said Deposited Plan Number 629 which said

piece of land comprises part of Suburban Section Number 38 Meeanee and is all the land comprised and described in Certificate of Title H.B. Volume 127 folio 265 ✓ (Hawke's Bay Land Registry) Subject to the Fencing Covenant contained in Transfer A: 92786

SIGNED by the said JOHN WILLIAM WEST }

as Grantor in the presence of

E. Cowford
Clerk Rangley Sturges & Co
Solicitors
Napier

John W. West

SIGNED by the said VANCE JOHN WALLIS }

as First Grantee

in the presence of

E. Cowford

Vance John Wallis

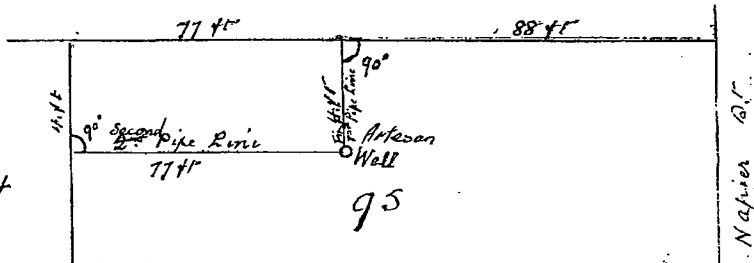
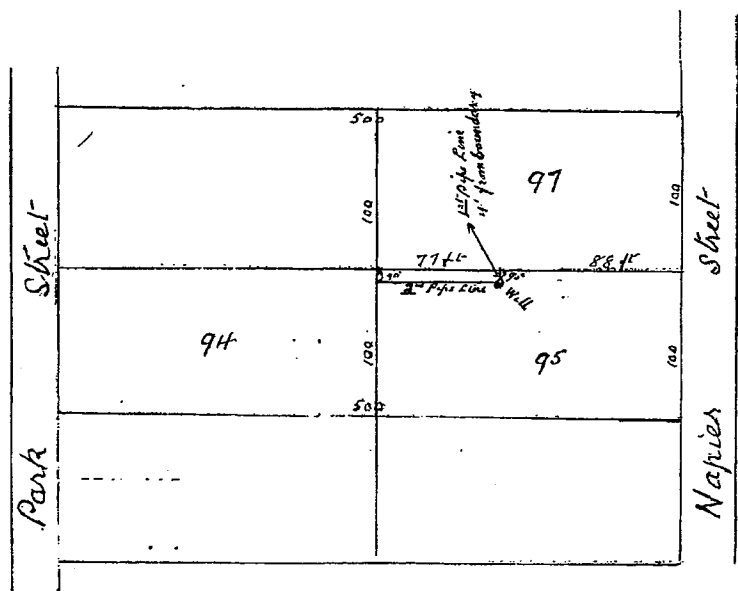
SIGNED by the said ALLAN CLYDE JONES }

as Second Grantee

in the presence of

E. Cowford

Allan Clyde Jones



1044
21.52

Not to Scale

Napier St.

No. **107073**

180

Correct for the purposes of the Land Transfer Act.

TRANSFER
(Grant of Water Rights)

Solicitor for the Purchaser,
Napier.

situate in Mecanee District, Hawke's Bay

JOHN WILLIAM WEST Vendor

VANCE JOHN WALLIS and) Purchaser
ALLAN CLYDE JONES)

Particulars entered in the Register-Books

H.B. Vol. 127 folios *260, 265 and 130/174*

the *5th* day of *December* 19 *53*

at *10.50* o'clock *am*



Assistant Land Registrar for the
District of Hawke's Bay.

14/-
14/-
10/-
£1-18
5-12-52
10.50 am

CORNFORD, LANGLEY & TWIGG, *LD*
Solicitors,
Napier.

